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ABSTRACT

The collective bargaining agreement between the Board of Trustees for the Nebraska State Colleges and the State College Education Association, an affiliate of the National Education Association, is presented. In 14 articles the agreement covers the following: purpose of the agreement; recognition of negotiating units; nondiscrimination; grievance and arbitration procedures (filed by faculty members or the union); wages (rank, new faculty, new doctorates, budget increases, retirement and health benefit increases, summer session salary, union compensation); fringe benefits (hospitalization and life insurance, retirement plan, sick leave, tuition remission); use of facilities and services for union functions; association activities (of the union); reduction in force; payroll deductions; tenure (eligibility, procedural schedule); dismissal (grounds and procedures), board policy, use of the masculine pronoun in the document as gender-neutral, duration, and limitations of contract. Appendixes list positions excluded from the agreement at three campuses within the Nebraska system. (JB)

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ED340267

[COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE BOARD OF TRUSTEES FOR THE
NEBRASKA STATE COLLEGES AND THE
STATE COLLEGE EDUCATION ASSOCIATION]

HE 025 060

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February 28, 1989

To: Board Bargaining Team
Rich Bringelson, Chair
Earl Rademacher, KSC
Don Whisenhunt, WSC
Channing Cox, PSC
George Rozmarin, Legal Counsel
Sam Rankin, CEO Liaison
Gretchen Hirschbach, Board Liaison

SCEA Bargaining Team
Spencer Davis, PSC, Chair
Roger Davis, KSC
Jerry Fox, KSC
Jack Hytrek, PSC
Bob McCue, WSC
Dean Metz, WSC
Roger Larsen, Ex Officio Member

From: Larry Schultz, Bargaining Team Staff

Re: 1989-91 Collective Bargaining Agreement

Explanation: The following document represents the final agreement as understood by the Board Office between the Board of Trustees for the Nebraska State Colleges and the State College Education Association following the conclusion of negotiations and Special Master action. Two members of both bargaining teams met yesterday and conducted a final review of this document for completeness and accuracy.

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AGREEMENT

This Agreement between the Board of Trustees for the Nebraska State Colleges (hereinafter referred to as the Board) and the State College Education Association (hereinafter referred to as SCEA) is for the purpose of establishing mutually acceptable procedures, practices, and conditions regarding rates of pay, hours of work, and conditions of employment to be observed by the parties to this Agreement on the three state college campuses regarding the bargaining unit hereinafter described.

ARTICLE I.

RECOGNITION

Section 1. The Board recognizes the SCEA as the exclusive bargaining agent for all ranked instructional personnel employed full-time and part-time tenured employees employed by the Board of Trustees of the Nebraska State Colleges, who perform teaching duties at the three state colleges located at Kearney, Peru and Wayne, Nebraska, excluding librarians, employees on terminal contracts, full-time department and division chairmen, and all other administrative personnel. A listing of the job classifications, to be updated annually for each campus, constituting exclusions from the bargaining unit is attached hereto as Appendix A-1 through Appendix A-3 and hereby made a part of this agreement.

Section 2. The Board agrees that it will not sign any contract, make any written agreement, or recognize any other employee representative for the employees covered by this agreement during the term of this agreement.

ARTICLE II.

NONDISCRIMINATION

The Board and SCEA fully agree that no preference or discrimination shall be shown by either the Board or SCEA for or against any employee covered by this Agreement in regard to race, color, creed, national origin, age, ancestry, sex, religion, or affiliation or non-affiliation with SCEA all as provided by law.

ARTICLE III.

GRIEVANCE AND ARBITRATION PROCEDURE

Section 1. The grievance and arbitration procedure as set forth herein is designed to provide a method to resolve differences involving the interpretation or application of this contract and other terms and conditions of employment. Time limits provided herein should be adhered to unless modifications are agreed to in writing by the parties to the grievance.

Section 2. A faculty member shall have the right to have a SCEA representative participate in any step of the grievance and arbitration procedure.

Section 3. A grievance is hereby jointly defined to be any claim (request or complaint) by a faculty member, a local chapter of the SCEA, or SCEA regarding the interpretation or application of this contract or other terms and conditions of employment.

Section 4. In reducing a grievance to writing, the following information must be stated with reasonable clearness: The exact nature of the grievance, the act or acts of commission or omission, the dates of the act or acts, the identity of the party or parties alleged to have caused the grievance, the specific provisions of the agreement that are alleged to have been violated, and the remedy which is sought.

Section 5. A grievance initiated by a faculty member shall be processed in the following manner:

(a) Step 1. Any faculty member within the bargaining

unit covered by this agreement believing that he has a grievance shall discuss the grievance with his immediate supervisor in an attempt to settle the grievance. The faculty member's immediate supervisor shall then have ten (10) calendar days to respond to the grievance and give an answer to the faculty member. A grievance must be initiated promptly within no more than ten (10) days after the party aggrieved shall have knowledge or should have had knowledge of the facts giving rise to the grievance.

(b) Step 2. A grievance not settled in Step 1, which the faculty member wishes to pursue further, shall be put in writing in accordance with Section 4 of this Article and submitted to the dean or other appropriate person as mutually agreed upon by both parties to the grievance. This appeal must be initiated promptly and must be filed within ten (10) calendar days after receipt of the answer provided for in Step 1 above. If an answer is not received within ten (10) calendar days after filing of this appeal, the grievant may proceed to the next step, Step 3.

(c) Step 3. Any grievance which the faculty member wishes to pursue further and which has not been settled in steps 1 or 2 above, shall be put in writing in accordance with Section 4 of this Article and submitted to the Academic Vice President or Provost of the College. This appeal must be

initiated promptly and must be filed within ten (10) calendar days after receipt of the answer provided for in Step 2 above. If an answer is not received within ten (10) calendar days after filing this appeal with the Academic Vice President or Provost, the grievant may proceed to the next step, Step 4.

(d) Step 4. Any grievance which the faculty member wishes to pursue and which has not been settled in Steps 1, 2, or 3 above, shall be appealed by filing with the faculty grievance committee on the faculty member's campus. This appeal must be filed within ten (10) calendar days after the last answer is received under step 3 above. It is specifically agreed that the faculty grievance committee shall be authorized only to hold a hearing to admit, consider, and tape record evidence submitted by the parties in the form of documents or the testimony of witnesses. The college shall provide a transcript of the proceedings. Any party who wishes to use a court reporter to take a verbatim transcript at the hearing may do so at its own expense. The faculty grievance committee, following its own procedures, and in accordance with this Agreement, shall submit a complete transcript of the hearing, copies of all exhibits, and the committee's findings and recommendations to the campus president and the grievant within fifteen (15) calendar days after receipt of the grievance and if such findings and recommendations are not received within fifteen (15)

calendar days, the grievant may proceed to the next step in the grievance procedure.

If a hearing before the faculty grievance committee is held, and if the campus president rejects the report of the hearing committee, the campus president shall state his reasons for doing so, in writing, to the hearing committee and the grievant, and provide an opportunity for a response from both parties before the case can go to the Board of Trustees.

If the recommendations or findings are received within fifteen (15) calendar days, then the campus president shall render his decision within ten (10) calendar days, or if the grievance is not satisfied, then the grievant may proceed to the next step in the grievance procedure, within ten (10) calendar days.

(e) Step 5. A grievance not settled in the above steps which the faculty member wishes to pursue may be appealed to the Board by filing with the executive officer of the Board within thirty (30) calendar days of receipt of the campus president's decision a copy of the grievance and all prior written responses. The Board or its designated officer shall, within its normal order of business, decide whether or not to hear the grievance and notify the grievant of its decision.

In the event that the faculty grievance committee

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failed to hold a hearing or render findings and recommendations with respect to a grievance alleging a violation of the express terms of this Agreement, the Board shall provide the grievant with a hearing.

If the Board's decision is to hear the grievance, the notification shall include a statement with respect to whether the Board wishes further information from the grievant or whether it will grant a personal hearing before the Board, or a designated hearing officer, and the time, place, and procedures to be used at the hearing. A hearing officer appointed by the Board may be given authority by the Board to render a decision on its behalf. If the Board's decision under this Step fails to satisfy the grievant, the grievant wishing to continue may seek relief, under applicable State and Federal laws, or, by mutual agreement of the Board and the SCEA, through binding arbitration.

Section 6. In the event that a local chapter of SCEA wishes to file a grievance, that filing shall be directed to the local campus president, who shall have fifteen (15) calendar days in which to respond. If the grievance is not satisfied, the local chapter may appeal to the Board by filing with the executive officer of the Board within ten (10) calendar days of receipt of the campus president's response, a copy of the grievance and the president's response.

After receipt of the grievance by the Board's executive officer, the Board or designated officer, shall, within its

normal order of business, give notice to the local chapter of its decision to remedy or not remedy the grievance. The Board or designated officer may provide for a hearing before giving notice of its decision, unless the grievance alleges a violation of the express terms of this Agreement in which event a hearing shall be held. Terms and conditions of the hearing must be agreed upon by the parties involved. At the hearing, the grievant and the campus president or his designated representative shall have the right to present evidence in the form of documents and testimony of witnesses. Such evidence as may be relevant to the issue at dispute shall be received and considered by the Board or the designated hearing officer. The proceedings shall be tape recorded and the Board shall provide a transcript of the hearing at the request of the local chapter of SCEA. The expense of creating the transcript shall be shared equally by the SCEA and the Board. Either party wishing a court reporter to take a verbatim transcript may do so an its own expense. The hearing officer appointed by the Board may be given authority by the Board to render a decision on its behalf. The hearing officer's authority shall be limited to rendering decisions which are consistent with the terms of this Agreement, any applicable Board policy, and State and Federal law. If the Board's decision fails to satisfy the local chapter, they may continue to seek relief, under applicable State and Federal law, or, by mutual agreement of the Board and SCEA through binding arbitration.

Section 7. In the event that the SCEA wishes to file a grievance, that filing shall be directly with the officer of

the Board, with copies to each president of the colleges covered by this Agreement. After receipt of the grievance by the Board's executive officer, the Board shall, within its normal order of business, give notice to the SCEA of its decision. The Board or designated officer may provide for a hearing before giving notice of its decision, unless the grievance alleges a violation of the express terms of this Agreement in which event a hearing shall be held. Terms and conditions of the hearing must be agreed upon by the parties involved. The hearing shall conform to the general requirements set forth in Section 6. If the Board's decision fails to satisfy the SCEA, they may continue to seek relief, under applicable State and Federal law, or, by mutual agreement of the Board and SCEA, through binding arbitration. The arbitrator shall be selected by a process agreed to by the parties.

ARTICLE IV.

WAGES

Section 1. It is agreed that the SCEA President may submit information and ideas on budgetary matters to the Board for its consideration in setting the annual budget request. Upon an appropriate request from the SCEA President, he or she shall be placed on the agenda for a Board or Board subcommittee meeting prior to the time the Board decides on its final budget request. Copies of the instructional services budget request submitted to the Department of Administrative Services on or before September 15 of the budget request year shall be provided by the Board Executive Officer to the SCEA President prior to the Budget Committee

and Legislature's action.

Section 2. A copy of the instructional services portion of the operating budget shall be provided by the Executive Officer of the Board to the SCEA President promptly after final approval by the Board of Trustees.

Section 3. Salary dollars will be distributed for the 1989-90 and 1990-91 academic years as follows:

(a) In cases of rank promotions, faculty will advance to the new rank base salary (salary floor) or will receive One Thousand Dollars ($1,000), whichever is higher.

There will be an increase in rank base salaries (promotion base or minimum) for 1989-90 and 1990-91 at a rate no less than the percentage increase minus 1% as illustrated in the chart below.

The following 1989-90 and 1990-91 rank base salaries (promotion base or salary minimums) shall apply to all bargaining unit members beginning work prior to September 1, 1989:

	1989-90 Rank Base Salaries	8.25% over 1988-89 base
Professor	$32,654	
Associate	$27,204	
Assistant	$23,269	
Instructor	$18,008	

	1990-91 Rank Base Salaries	8% over 1989-90 base
Professor	$35,267	
Associate	$29,380	
Assistant	$25,130	
Instructor	$19,448	

(b) Faculty earning new doctorates, and who are not promoted in the same year, will be awarded an additional $1,000; provided, however, that in the case of prior increases made for steps in preparation for the doctorate, a faculty member will receive no more than a total of $1,000 when the doctorate is obtained. New doctorates must be completed prior to September 1, 1989, (or September 1 of the contract year) in order to receive the $1,000.

(c) New faculty shall not be hired at rates less than the new hire rank base salaries. There will be an increase in the new hire rank base salaries for 1989-90 and 1990-91 at a rate no less than the percentage increase minus 1%.

The following 1989-90 and 1990-91 new hire rank base salaries shall apply to all bargaining unit members hired to begin work in the first semester of the 1989-90 or 1990-91 academic years:

	1989-90 New Hire Rank Base Salaries	
Professor	$29,564	8.25%
Associate	$24,638	over
Assistant	$21,061	1988-89
Instructor	$16,931	base

	1990-91 New Hire Rank Base Salaries	
Professor	$31,929	8% over
Associate	$26,609	1989-90
Assistant	$22,745	base
Instructor	$18,285	

(d) The board agrees to provide for the following:

1. A 1989-90 budget increase of 9.25244 percent ($1,221,899) plus related fringe benefits in bargaining unit member salary improvement funds for the purpose of achieving salary comparability in the 1990-91 academic year on a rank average basis between SCEA institutions and a reference group as agreed upon by both parties. The $1,221,899 (9.25244%) increase shall be applied toward the rank average differences of each SCEA institution with the reference group according to the following distribution:

	KSC	PSC	WSC
Professor	$3383	$2911	$4541
Associate	2812	3680	3038
Assistant	2392	2261	2419
Instructor	2185	2217	1934
Campus Totals	$823,473	$114,365	$284,061
Total Amount	$1,221,899		

2. A 1990-91 budget increase of nine percent (9%) ($1,298,532) plus related fringe benefits in bargaining unit member salary improvement funds for the purpose of achieving salary comparability in the 1990-91 academic year on a rank average basis between the SCEA and a reference group as agreed upon by both parties.

The nine percent (9%) shall be distributed on the following basis for the 1990-91 year:

a. 3% ($432,844) across the board for all

bargaining unit members.

b. 6% ($865,688) applied to rank average differences by the same method used in section 3, part (d). 1.

The SCEA will appoint 3 bargaining unit members, 1 from each campus, and the Board shall appoint 3 representatives, 1 from each campus, to examine the feasibility of using professional performance as a criterion for which cash awards can be distributed as dollars are available. Said committee shall provide a report on August 31, 1989.

3. A one percent (1%) increase in the budget for state paid retirement benefits, from the present six percent (6%) to seven (7%) beginning Fall Semester, 1989.

4. A one percent (1%) increase in the budget to accommodate increased costs of state paid health insurance at the current level of benefits.

5. All increases are to be based on satisfactory performance.

6. Any additional available salary improvement dollars appropriated by the Legislature shall be distributed according to the following priorities, with #1 being the highest priority and #5 the lowest.

1. Achieving comparability with the reference

group.

2. Applied toward increases in fringe benefit cost (health insurance, life insurance, retirement, etc.)

3. Assuring that no inequities exist which would violate federal, state, or local employment discrimination laws.

4. Adjustments to compensate for "salary compaction" present in long term bargaining unit member salaries.

5. Market-place adjustments.

Section 4. Appointment letters subject to Board approval specifying salaries shall be issued to bargaining unit members as soon as possible after negotiations have been completed but in no event later than fifteen (15) days after salaries are set. Salaries agreed to in Article IV, Sections 3a and 3c, shall constitute minimum/base salaries, and any salary offered to a faculty member below the negotiated salary range is a violation of this agreement.

Section 5. The Board shall provide lists of all bargaining unit member's salaries to the SCEA President immediately after the Board has formally approved the salaries of the bargaining unit members.

Section 6. Wages for overload during the regular academic semester, whether it be for short session two-week courses, workshops, or expanded campus classes, shall be

computed at the rate of two percent (2%) of the faculty members academic year salary per credit hour, or four hundred dollars per credit hour, whichever is greater. If travel is involved, the faculty member shall be provided compensation for travel time to and from the teaching assignment and for meals and lodging if necessary.

Section 7. Wages for summer classes shall be computed at the rate of two and one-half percent (2.5%) of the faculty member's academic year salary per credit hour, not to exceed twenty percent (20%) of the year's salary during summer employment for an eight (8) week session or twenty-five (25%) for a ten (10) week session. Credit hours shall be adjusted for laboratory and/or graduate courses in a manner consistent with course load practice during the regular term. Local SCEA chapters shall be advised regarding such adjustments, and the criteria used will be filed with the Board Office.

Section 8. Letters of commitment for regular summer sessions shall be issued to faculty and presented to the Board, prior to March 1 preceding those summer sessions, for approval at the next scheduled Board meeting. Campus administrations shall attempt equitable distribution of summer employment, consistent with the demand of individual programs.

Section 9. Local campus presidents shall provide local SCEA chapter presidents with lists of summer salaries drawn from allocated summer session budget before April 15 prior to the summer session. Changes in such lists shall be updated by August 1 of the same year.

ARTICLE V.

FRINGE BENEFITS

Section 1. The Board shall provide in its budget continued funding for hospitalization insurance and life insurance, in a manner consistent with a reference group as agreed upon by both parties and other Nebraska public higher education institutions/agencies to the extent possible. Prior to putting any insurance contract out for bids to insurance companies, the Board shall consult with SCEA in regard to specifications of such contracts.

Section 2. The retirement plan presently in effect shall be continued and the Board shall take no action to decrease the benefits under the present retirement plan during the term of this contract.

Section 3. The Board and SCEA shall work together to prepare a report and recommendations by August 31, 1989 which will provide options for Board consideration of a voluntary tenure settlement program.

Section 4. Sick leave for members of the bargaining unit shall accumulate at the rate of twelve (12) days per academic year. The accumulation of sick leave shall begin the first day of the first complete calendar month of employment, and unused sick leave may be accumulated up to and including ninety (90) working days. Campus administrations may require proof of illness. Campus administrations shall remunerate currently employed faculty members replacing colleagues on sick leave for more than two weeks at an overload pay rate, when the academic vice president considers such remuneration

to be warranted and reasonable.

Section 5. A 50% tuition remission to immediate family (spouse and dependent children) on a space available basis.

ARTICLE VI.

USE OF FACILITIES AND SERVICES

Section 1. Duly authorized representatives of SCEA shall be permitted to transact official SCEA business on college property at reasonable times, provided that such business shall not interfere with or interrupt normal college operations or the responsibilities of faculty members.

Section 2. The SCEA and its local chapters shall continue to have access to use of printing, duplicating, addressing and other campus services subject to the then current use and fee requirements.

ARTICLE VII.

ASSOCIATION ACTIVITIES

Section 1. It is specifically agreed that SCEA President shall provide the Executive Officer of the Board and each campus president with the names of the members of the SCEA negotiating team. Likewise, the Executive Officer of the Board shall provide the SCEA President with the names of the Board negotiating team by September 1.

Section 2. SCEA officers, members of the Negotiations Counsel, and team members shall be granted leaves of absence without loss of salary to participate in negotiation sessions with the Board. Campus administrations must be informed of

and approve such leaves through the usual leave practices or procedures.

Section 3. The Executive Officer of the Board shall advise the SCEA President at the time of the distribution of normal meeting call of open meetings of the Board; and shall provide the Association with a copy of the advance agenda for each meeting as available.

Section 4. It is specifically agreed that the Executive Officer of the Board will make available to the SCEA President an official copy of the initial minutes of each meeting of the Board along with the complete written President's Reports to the Board as soon as possible after such minutes and reports are available.

ARTICLE VIII.

REDUCTION IN FORCE (LAY OFF)

Section 1. It is specifically agreed that whenever a reduction in force is necessary due to nonviability of programs, financial exigency, over-staffing or by the direction of the Legislature, a faculty advisory committee shall be established on the affected campus to provide recommendations to the campus administration. In each instance the faculty advisory committee shall be established by the college president on the affected campus, the members of the committee shall be recommended by the faculty and such advisory committee shall contain SCEA representatives. In each instance, the faculty advisory committee shall provide recommendations to the campus administration regarding program viability and within the time limits established by the

administration. It is specifically agreed that the faculty advisory committee recommendation shall be advisory only and that any final decisions regarding the necessity of reduction in force shall be reserved to the administration and Board.

Section 2. It is specifically agreed that the decision as to when a reduction in force is necessary due to non-viability of programs, financial exigency, over-staffing, or by direction of the Legislature is reserved to the administration and Board. When reduction in force becomes necessary, the Board, or the campus administration shall inform SCEA of that fact in writing. It is specifically agreed that the administration and Board decision that reduction in force is necessary due to non-viable programs, financial exigency, over-staffing or by direction of the Legislature shall not be subject to the grievance and arbitration procedure of this contract; provided, however, that disputes arising under Sections 4 and 5 of this Article are grievable.

Section 3. The campus administration will make an effort to avoid a layoff as provided below by use of attrition wherever possible.

Section 4. In laying off faculty in accordance with the order listed in Section 5 of the Article, the following criteria shall be utilized:

(a) Program viability shall be the controlling consideration in all instances.

(b) A reduction in force shall be made in such a way

that the remaining members of the faculty possess necessary qualifications to perform assigned duties needed for offering a viable program.

(c) Faculty members with higher academic preparation, after considering program viability, shall be given retention preference in laying off faculty members that are similarly situated. However, if faculty members have the same academic preparation, the member with more years of teaching service to the college shall be retained.

Section 5. It is specifically agreed that faculty shall be laid off in the following order after the programs have been arrived at under Section 4.

(a) Employees over required retirement age who were given extended employment
(b) Temporary part-time
(c) Temporary full-time
(d) Regular part-time
(e) Regular full-time non-tenured
(f) Regular full-time tenured faculty.

Section 6. Tenured employees who are laid off shall retain recall rights for two years following the layoff. Before hiring new faculty at any state college, such college administration will provide an opportunity for faculty members who have been laid off less than one year to be interviewed by the hiring state college. This obligation shall be carried out by posting the notices of such vacancies at the other two state colleges covered by this agreement.

Section 7. Before laying off any individual pursuant to this section, the college administration shall make a reasonable effort to place that individual in another position within the college.

ARTICLE IX.

PAYROLL DEDUCTIONS

Section 1. The Board agrees to deduct membership dues established by SCEA from the salary of any bargaining unit employees authorizing such deduction in writing.

Section 2. SCEA agrees to send a certified list, and a copy of the written payroll deduction authorization of all members who request payroll deduction of dues, to the college president of each campus no later than October 5 of each year.

Section 3. Said authorized deduction shall be made from the monthly pay of each member beginning in October and ending in June of each year.

Section 4. The aggregate deductions shall be remitted monthly to the Treasurer of the Campus Chapter of SCEA, together with an itemized statement containing the names of the faculty members from whom deductions have been made and the amount so deducted from each one. The aforementioned remittance shall be made no later than the 10th day of the month following the month for which deductions were made or as soon thereafter as normal payroll procedure permits. These deductions shall be made beginning in October and ending in June of each year.

Section 5. Each faculty member's written authorization shall be valid for the association year.

Section 6. If dues are deducted and remitted to the SCEA and its Local Chapters in accordance with the procedure specified in Sections 1,2,3,4, and 5 above, the Association shall be solely responsible in the event of any claims that the deductions and/or remissions were improper.

ARTICLE X.

TENURE

Section 1. The terms and conditions of every appointment to the faculty will be stated or confirmed in writing and a copy will be supplied to the faculty member. Any subsequent extensions or modifications of an appointment, and any special understandings, or any notices incumbent upon either party to provide, will be stated or confirmed in writing and a copy will be given to the faculty member.

Section 2. Only faculty members who have the rank of Assistant Professor or higher are eligible for tenure status. No one will be hired into a rank who does not meet the promotion criteria for that rank. Special appointees clearly limited to a brief association with the institution and reappointments of retired faculty members on special conditions are not eligible for tenure.

Section 3. The earliest time that a faculty member may be offered tenure is following four years of probationary service, full time equivalent in teaching and instruction. The normal period of probation after which a faculty member

may be offered tenure is seven years. Only in unique and unusual circumstances shall a faculty member be permitted to continue on probation for more than seven years. Ordinarily they should qualify for a tenure offer, be allowed to resign, or be terminated by the end of the seventh year of service. Persons denied tenure at the end of seven years may grieve such denial.

Section 4.Faculty members covered by this Agreement will be advised, at the time of initial appointment, of the substantive standards and procedures generally employed in tenure decisions. A copy of the current contract shall be made available to each new hire and any special standards or procedures adopted by the faculty member's department or school will also be brought to his attention by the faculty member's department, division, or school in writing. The faculty member will be advised of the time when tenure decisions are ordinarily made and will be responsible for submitting material which he believes will be helpful to an adequate consideration of his circumstances.

ARTICLE XI.

DISMISSAL

Section 1. Non-tenured faculty serve at the discretion of the campus presidents and the Board and may be terminated for any reason without right of grievance or hearing procedure, except as provided below. The decision not to renew the contracts/employment of a non-tenured faculty member shall be communicated to him through a personal conference prior to March 1 and with written notice prior to March 1 in

the case of the first year of service, and not later than December 15 of the second year of service. After completion of the second year of service, notification of denial of reappointment shall be required twelve months in advance of the termination date.

When a recommendation or a decision not to renew an appointment of a non-tenured faculty member has first been reached, the faculty member involved will be informed of that recommendation or decision in writing by the body or individuals making the initial recommendation or decision. The faculty member may request a reconsideration by the recommending body or individuals.

Section 2. The non-tenured faculty member recommended for dismissal for cause from a term of appointment prior to its expiration, shall be treated the same as a tenured faculty member under the procedures provided in Sections 3 through 17 of this Article.

Section 3. Tenured faculty members may be dismissed only for just cause, including, but not limited to, the following: (a) professional, physical or mental incompetence; (b) unprofessional conduct; (c) unlawful conduct; (d) immorality; (e) continuous disregard for established procedure; (f) insubordination; (g) neglect of duty; and (h) violation of the statement of academic responsibility set forth in the Board Policy Manual.

Section 4. When it is anticipated that a tenured college faculty member will not have his contract renewed, the appropriate department/division head or chairman shall

discuss the matter with him in a personal conference prior to December 10. The matter may be reconciled by mutual consent at this point.

Section 5. If the matter of the tenured faculty member's termination is not resolved by personal conference, the president of the college shall give such faculty member notice in writing no later than December 15 of an intention not to renew his appointment. Should dismissal prior to the end of an appointment year be required, notice will be given as soon as it is determined that such action is necessary. Notice shall include the reason for considering termination in sufficient detail so as to fully inform the faculty member.

Section 6. The tenured faculty member should state in written reply to the president within no more than ten (10) calendar days after receipt of the president's communication whether he wishes a hearing and generally how he responds to statements contained in the president's letter.

Section 7. Upon the tenured faculty member's request for a hearing, or upon a hearing request by the president, the president of the college shall refer the proposed dismissal to the appropriate faculty grievance committee for a hearing and recommendation pursuant to its guidelines and regulations and as provided for herein.

Section 8. Once the president refers the matter to a faculty committee for an advisory hearing, the faculty committee will then establish the time and place of a hearing before it, and so inform the faculty member and the president. The faculty committee shall adopt rules to be followed,

appoint a hearing committee and provide for the hearing procedure. At the hearing, the faculty member shall be given an opportunity to respond to and introduce evidence with respect to the statement of reasons for termination and shall have the right to be represented by legal counsel. There shall be provisions for recording all evidence offered at the hearing.

Section 9. The hearing before the faculty committee shall be conducted within thirty (30) calendar days of the request for a hearing. The hearing committee shall render its written recommendation to the faculty member and to the president within ten (10) calendar days after the hearing is closed.

Section 10. Within ten (10) calendar days after receiving the recommendation from the faculty committee, the president shall render his decision in writing to the faculty member.

Section 11. If the faculty member is not satisfied with the decision of the president he may make a written request to the Board within ten (10) calendar days of the receipt of the president's decision requesting a hearing before the Board.

Section 12. The Board will consider the request for hearing in its normal order of business, and its decision will be transmitted to the parties promptly.

Section 13. The date for a hearing by the Board on termination of services of a faculty member will allow at

least two weeks for the faculty member to prepare his defense, will allow him to be represented by counsel of his choice, to present witnesses and affidavits in his defense, and to question adverse witnesses.

Section 14. The decision of the Board will be final. The dismissed faculty member may seek recourse under appropriate state and federal law.

Section 15. Except for such simple announcements as may be required, covering the time of the hearing and similar matters, public statements about the case by either the faculty member or administrative officers should be avoided so far as possible until the proceedings have been completed.

Section 16. Time limits provided herein should be adhered to unless modifications are agreed to by the parties to the dismissal.

Section 17. A tenured faculty member recommended for dismissal at the end of a contract year or any faculty member recommended for mid-year dismissal shall continue to be an employee of the college until the appeal procedure to and including the Board only has been exhausted or until the faculty member has failed to advance his appeal in a timely fashion. The college president may, at his discretion, suspend or reassign the faculty member to other professional duties with pay during the appeal procedure.

ARTICLE XII.

BOARD POLICY

Section 1. This agreement shall supersede any rules, regulations, or practices of the Board which shall be specifically contrary to or inconsistent with the terms of this agreement.

Section 2. All Board policy concerning terms and conditions of employment may not be eliminated or modified in any way during the term of this contract without consulting with SCEA. In the event the Board proposes to eliminate or modify any policy concerning faculty terms and conditions of employment other than the expressed terms of this Agreement, the Executive Officer shall submit to the SCEA Chapter President on each campus between the first and second rounds of Board approval, a copy of the proposed changes. Any response or concern for any proposed changes on the part of the SCEA shall be communicated in writing to the Executive Officer as soon as possible, but not later than fourteen (14) calendar days prior to the next Board meeting.

Section 3. All management rights, functions, responsibilities, and authority not specifically limited by the express terms of this agreement are retained by the Board and the individual campus administrations and remain exclusively within the rights of the Board and the individual campus administration.

ARTICLE XIII.

MISCELLANEOUS

Section 1. The use of "he" or "his" in this agreement shall be considered gender-neutral and shall apply to both male and female faculty members.

ARTICLE XIV.

DURATION AND LIMITATIONS OF CONTRACT

Section 1. This instrument constitutes the entire contract between the parties hereto and the Board, the Association and the faculty members will abide by it.

Section 2. The contract will be reopened only upon the agreement of both parties.

Section 3. This agreement shall become effective on the ___ day of _____, 1989, and shall continue in full force and effect until the _____ day of _____, 1991.

Dated this _____ day of _____, 1988.

BOARD OF TRUSTEES FOR NEBRASKA STATE COLLEGES

By_____
Board Chairman

By_____
Executive Officer

STATE COLLEGE EDUCATION ASSOCIATION

By_____
President SCEA

By_____
Chief Negotiator SCEA

By_____
Team Member SCEA

By_____
Team Member SCEA

APPENDIX A-1

Exclusions from Bargaining Unit--Kearney State College

1. President
2. All Vice Presidents
3. All Deans
4. Director of College Relations
5. All Department Chairmen
6. Computer Programmers
7. Director of Sports Information
8. Director of Logistical Services
9. Director of Learning Skills Center
10. Director of Counseling Center
11. Director of Housing
12. Director of Student Union
13. Assistant Director of Student Union
14. Director of Financial Affairs
15. Director of Student Health
16. Health Services Assistant
17. Program Analyst & Director of Equal Opportunities
18. Assistant Vice President for Academic Affairs
19. Director of Physical Plant
20. Accountant
21. Teacher Education Assistant
22. Director of Management Information Systems
23. Assistant Director of College Relations
24. Director of Computer Center
25. Director of Campus Security
26. Director of Registration & Statistics
27. Director of Financial Aids
28. Assistant Director of Financial Aids
29. Senior Accountant
30. Director of Academic Advising
31. Director of Career Development
32. Director of Admissions
33. Admissions Counselor
34. Assistant Director of Registration & Statistics
35. Assistant Vice President for Student Affairs
36. Director of Placement
37. Director of Support Staff/Office of Gifts and Grants
38. Director of Libraries
39. All Librarians
40. Director of Food Services
41. All Support Staff Personnel
42. Temporary and regular part-time faculty
43. Adjunct Faculty
44. Employees on Terminal Contracts

APPENDIX A-2

Exclusions from Bargaining Unit - Peru State College

1. President
2. Vice President for Administration
3. Vice President for Academic Affairs
4. Dean for Student Development
5. Chairman of Health, Physical Education and Recreation Division
6. Chairman of Applied Arts Division
7. Chairman of Humanities Division
8. Chairman of Education Division
9. Chairman of Business Division
10. Coordinator of Off-Campus and Director of Continuing Education
11. Director of Institutional Research
12. Business Manager
13. Director of Admissions
14. Director of Data Processing
15. Director of College Relations
16. Director of Printing Services
17. Registrar
18. Head Librarian
19. All Librarians
20. Media Director
21. Director of Residence Life
22. Coordinator of Title III (Federal)
23. Director of Placement
24. Director of Financial Aids
25. College Nurse
26. Coordinator of Student Life
27. Sports Information Director
28. Reading Specialist (Federal)
29. Athletic Director
30. Temporary and Regular Part-Time Faculty
31. Adjunct Faculty
32. Employees on Terminal Contracts
33. All Support Staff Personnel

APPENDIX A-3

Exclusions from Bargaining Unit - Wayne State College

1. President
2. Vice Presidents
3. Director of College Relations
4. Assistant to Director of College Relations
5. Director of Records
6. Dean of Finance
7. Assistant to Dean
8. Business Manager
9. Director of Physical Plant
10. Director of Logistics
11. Dean of Student Services
12. Assistant Dean
13. Director of Counseling
14. Director of Housing/Placement
15. Director of Health Services
16. Director of Intramurals
17. Director of Admissions
18. Dean of Graduate/Support Services
19. Director of Data Processing
20. Director of Extended Campus
21. Director of Academic Counseling
22. Director of MIS
23. Director of Information Services
24. Director of Financial Aids/International Education
25. Applied Science Division Head
26. Business Division Head
27. Education/Psychology Division Head
28. Fine Arts Division Head
29. HPERA Division Head
30. Humanities Division Head
31. Math/Science Division Head
32. Social Science Division Head
33. Temporary and Regular Part-Time Faculty
34. Employees on Terminal Contracts
35. Librarians
36. All Support Staff Personnel